



Durham School

# Terms and Conditions

As issued September 2018

# DURHAM SCHOOL

## Terms and Conditions

### 1. Definitions

(a) In these terms and conditions

"Acceptance Form" means the form provided by the School for parents to complete when accepting a place for their child at the School;

"child" means a child of whatever age admitted by the School to be educated and includes any pupil aged 18 or over;

"the Complaints Procedure" is the School's procedure for dealing with complaints, as amended from time to time, a current copy of which is available from the school website;

"deposit" means the sum set out in the Schedule of Fees;

"discipline policy" means the discipline policy of the School, a copy of the current version is available on the School web site. This policy may be amended from time to time;

"fees" means the fees set out in the Schedule of Fees as amended from time to time;

"Head" means the person appointed by the Governors of the School to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;

"School Rules" means the rules of the School, a copy of the current version will be provided to pupils upon arrival to the School as part of their joining pack. School rules are subject to amendment and update. Copies of the amended School Rules will be available to parents and pupils through the virtual learning environment;

"term" means a term of the School as notified to parents from time to time;

"a term's notice" means notice given not later than the first day of the term preceding the term to which the notice relates;

"terms and conditions" means these terms and conditions as amended from time to time;

"we" or the "School" means the legal entity carrying on as the School as identified in Clause 1(b) below, or its duly authorised representative, as the context requires;

"you" or the "parents" means each person who has signed the Acceptance Form as parent or guardian of a child or who with the School's written consent has subsequently assumed parental responsibility for such child.

(b) The Acceptance Form, the Schedule of Fees, the School Rules, the Disciplinary Policy and these terms and conditions constitute the terms of a contract between you and Durham School. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party. Any indulgence, relaxation or non-enforcement by the School of its rights under these terms and conditions shall not act as a waiver of and shall be without prejudice to those rights.

### 2. Acceptance and Deposit

(a) An offer of a place for your child at the School is accepted by your completing, signing and returning to the School Acceptance Form and the Terms & Conditions, and by paying the deposit.

(b) Once a place has been formally accepted, you become liable to pay the first term's fees unless a full term's notice of the withdrawal of your child is given in writing.

(c) The deposit is not refundable if your child does not take up a place at the School.

When your child has left the School you should apply, in writing, to the Finance Office if you require your deposit to be returned or offset against fees. Applications for the return of deposits must be received within 6 months of your child leaving. All unreturned deposits will be used to support the awarding of bursaries through the Langley Foundation or through the School.

### 3. School Fees

- (a) All the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials, shall be met by the fees unless otherwise notified by the School. Any charge levied for meals in accordance with the schedule of fees shall be treated as fees for the purpose of these Terms and Conditions, including in respect of the notice requirements.
- (b) Any extra-curricular activities such as private music lessons, trips and visits in which you agree your child may participate shall be deemed to be supplemental to items met by the fees and charged for accordingly. In particular, all public examination charges and any additional charges incurred by the School in providing for the special educational needs of your child shall be charged as supplemental to the fees.
- (c) Each person who has signed the Acceptance Form is liable for the whole of the fees due and any supplemental charges. The persons who have signed the Acceptance Form remain liable to the School for the whole of the fees and supplemental charges due, unless the School has agreed in writing to look exclusively to any other person for payment of the fees or any part of them.

If your child has been awarded a scholarship or bursary, your liability will be for the amount of fees due after taking account of that award. An award may be withdrawn after due warning if, in the opinion of the Head, your child's attendance, progress, academic effort, relevant contribution or behaviour no longer merits the continuation of the award but any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced.

Where a bursary has been awarded this will automatically be adjusted if a scholarship is subsequently awarded.

- (d) Each invoice must be paid either in full before the first day of term or, if fees are paid by direct debit, in monthly instalments (each instalment being due on the first working day of each month) with supplemental charges being collected at the start of each term.

We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees or supplemental charges remain unpaid. We may make an interest charge of 2 per cent per month of part on late payment thereof. In addition the School may recharge to you costs associated with the follow up of unpaid fees. These costs may include, but are not limited to, letters, postage, time spent by the Finance team, external costs of Debt Collection organisations and legal costs. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees.

- (e) The fees will be reviewed from time to time and may be increased by such amount as the School considers reasonable. Fees for the next academic year are normally set by the Governors during the Summer Term. The School will give you notice of any such increase not later than the final day of the Summer Term. The Governors reserve the right to increase fees at other times during the school year and in any such instance will give you notice of the increase not later than the last day of the preceding term. If we give you notice of an increase in fees which exceeds 6%, you will be entitled to withdraw your child from the start of the following term without giving a term's notice or paying fees in lieu, provided that you give notice of the withdrawal within 21 days from the date when notice of the increase in fees is given.
- (f) Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise. In the event that your child takes study leave at home before or during public examinations or stays at home following those examinations no reduction of fees will be made in respect of such periods spent at home.
- (g) A deposit becomes due at the same time as the Acceptance Form is submitted. Upon receipt of the deposit the school accepts the obligation to provide an appropriate place subject to the meeting of entrance requirements. Different deposit sums are required for different categories of pupil such as day, boarding from within the European Union and boarding from outside the EU. Parents accept the obligation to pay the first term's fees in full unless written notice of withdrawal of the child is given a full term in advance of the child's due starting date.

#### **4. Notice Requirements**

- (a) If you wish to:
- (i) withdraw your child from the School other than at the normal leaving date; or
  - (ii) withdraw your child from the School before the child actually starts at the School; or
  - (iii) withdraw your child from an activity charged for as supplemental; or
  - (iv) change your child's place at the School from a boarding to a day place or from a full to a weekly boarding place

you shall either give a term's notice, in writing to the Head, to that effect or shall pay to the School a term's fees or, as the case may be a term's charges for the activity that your child has ceased to participate in, or the difference between the full boarding or weekly boarding and the day or weekly boarding fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given. In cases where notice is not given, the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given.

- (b) You acknowledge that the School's affairs are organised on a termly basis and that it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

#### **5. School Rules**

- (a) It is a condition of remaining at the School that your child complies with the School Rules as amended from time to time. In particular you undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time. In summary parents should note the following: pupils are expected to attend Chapel services; the school has strict uniform codes for boys and girls; hair styles are expected to conform to standards laid down by the Head; obviously dyed hair is not accepted; participation in sports activities is a requirement; pupils selected to play in Saturday sports fixtures are required to play subject to reasonable notice being given by the school.
- (b) To ensure compliance with the School Rules on illegal drugs the Head may require your child to submit to testing for drugs organised by and held on School

premises, in accordance with standard NHS drugs testing procedures. Any refusal to allow this test to be carried out will be deemed to be a fundamental breach of contract and the School reserves the right to withdraw the pupil's place at the School.

- (c) The School reserves the right to monitor your child's email communication and internet use for the purpose of ensuring compliance with the School Rules and the School-pupil ICT User Agreement while using the School's equipment or while using personal equipment on the School site.

#### **6. Disciplinary Procedures**

- (a) The Head may in his discretion require you to remove or may suspend or expel your child from the School if he/she considers that your child's attendance, progress or behaviour including behaviour outside school is seriously unsatisfactory and in the reasonable opinion of the Head the removal is in the School's best interests or those of your child or other children.
- (b) The Head may in his/her discretion require you to remove or may suspend or expel your child if the behaviour of you or either of you is in the opinion of the Head unreasonable and affects or is likely to affect adversely the child's or other children's progress at the School or the well-being of School staff or to bring the School into disrepute
- (c) Should the Head exercise [his/her] right under sub-clause 6(a) or 6(b) above you will not be entitled to any refund or remission of fees or supplemental charges paid or due and the deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable.
- (d) The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the School may be taken into account.
- (e) The review of serious disciplinary matters is governed by the Complaints Procedure which includes a right of appeal.

## 7. The School's Obligations

- (a) Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of his or her secondary schooling. However, the School shall not be obliged to permit your child to progress from one year group to the next unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances, including his / her behavioural record and previous compliance with School Rules.
- (b) While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School.
- (c) In order to fulfil our obligations, we need your co-operation, in particular by: fulfilling your own obligations under these terms and conditions; encouraging your child in his or her studies, and giving appropriate support at home; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with School staff; attending meetings and otherwise keeping in touch with the School where your child's interests so require; and ensuring that your child's social life does not adversely impact on his/her ability to meet the School's requirements in relation to academic work and/or other School activities or commitments.
- (d) We undertake not to subject your child to corporal punishment, or to physical contact except where such contact may be deemed appropriate for the maintenance of good order, your child's safety or otherwise. Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- (e) If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor. Any such decision would be made by one of the Sanatorium staff or by a senior member of staff including a housemaster or housemistress.
- (f) Although our prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing it does not form part of the contract between you and the School. We reserve the right to make changes to any aspects of the School, including the curriculum. We will give parents a term's notice of significant changes in the curriculum and where practicable will consult with parents on such changes.
- (g) We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Head the School cannot provide adequately for your child's special educational needs.
- (h) Religious observance at the School shall be conducted in accordance with the School Rules. All pupils are expected to attend services held in the School Chapel or elsewhere under the School's auspices.
- (i) The School will publish terms dates well in advance, normally five terms in advance for provisional dates and two-and-a-half terms in advance for definite dates but reserves the right to change the dates at shorter notice if necessitated by unforeseen circumstances such as changes to public examination schedules.
- (j) We will honour our commitments to you and your child, every individual in our community has equal worth, and Durham School is a place where everyone's needs are recognised, aspirations are encouraged, and achievements are celebrated, regardless of age, body image, disability, gender reassignment and gender identity, learning difficulty, marriage and civil partnership, pregnancy and maternity, race (including colour, nationality, ethnicity or national origin), religion or belief, sex and sexual orientation (actual and perceived) or social background. We will endeavour to give your child treatment and opportunities which are the same as those afforded to other pupils subject to the school's ability to meet any special responsibilities which it cannot reasonably be expected to meet. The School adheres to the Philosophy underlying the Equalities Legislation and does not discriminate on any grounds.

- (k) The School will enter your child for an examination only if the Head is satisfied that such is in the best interests of your child and of the School.

## **8. The Parents' Obligations**

- (a) It is a condition of your child's joining the School that you complete and submit to the School a medical questionnaire and vaccination record in respect of your child. You undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. Where a medical questionnaire or vaccination record is not provided the School reserves the right to arrange for an assessment to be undertaken by an appropriately qualified Medical Practitioner and vaccinations to be administered. The cost of doing so will be charged to you.
- (b) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.
- (c) You undertake to ensure that your child attends school when required, arrives punctually and leaves on time at the conclusion of his/her commitments or at some other mutually agreed time, has the right equipment for academic work, sport or other obligations, is appropriately dressed in accordance with the School's uniform regulations and conforms to any other School standards relating to appearance.
- (d) The School will be entitled unless notified otherwise to treat any communication from any person who has signed the Acceptance Form as having been given on behalf of each such person. Unless other arrangements are agreed between you and the School we shall be entitled to treat any communication from the School to any such person as having been made to each of them.
- (e) Wherever possible the School's prior consent should be sought for absence from the School. The Head must be informed in writing or by telephone of any reason for your child's absence from School other than illness, routine medical appointments, university visits, study leave or similar reasons. For these circumstances your child's housemaster or housemistress should be informed, whenever possible in advance. In the case

of unforeseen illness, you should telephone your child's housemaster or housemistress before school on the first day of illness and should send a confirmatory letter on your child's return to School. You are expected to avoid taking your child out of school for holidays during school terms.

- (f) We cannot accept any responsibility for the welfare of your child while off the School premises unless he is taking part in a school activity or otherwise under the supervision of a member of the School staff. Some pupils have the privilege of being allowed off site unsupervised at certain times and the above will apply in such circumstances.
- (g) If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without delay [Complaints should be made in accordance with the School's Complaints Procedure.]
- (h) You undertake to leave contact details with the School if you will be away from your home address for more than 24 hours during term time weeks.
- (i) You undertake to inform the School of any changes of address or other contact details or any other changes in circumstances which the School could reasonably expect to know of in order fulfil its obligations to your child.

## **9. Insurance**

You must make your own insurance arrangements if you require cover for your child's person or property while at School, while on the way to School or on any School sponsored activity away from the School. There is no School insurance cover for fees rebates for prolonged absence: you should take out your own cover for this if you wish to.

**10. Confidentiality and References**

You consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us shall be confidential subject to the disclosure rules of the receiving body. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you are or your child is alleged to have suffered resulting from a reference or report given by us. UCAS references written by the School can be obtained from UCAS and so can be read by pupils or parents in the Head's office.

You consent to us making use of information relating to your child whilst he or she is at the School and after he or she has left for the purposes of communicating, providing references and managing relationships with pupils and former pupils of the School. You accept that such information is stored in files and on computer and is subject to the data protection legislation currently in force.

**11. Intellectual Property Rights**

Your child will not automatically acquire intellectual property rights or rights of patent or copyright in respect of work undertaken during the course of his or her education at the School.

**12. Changes in Ownership etc**

For the purposes of reconstruction or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution.

**13. Communications**

All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the School of any change of address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the School to the address shown in its records. Notices that you are required to give under these terms and

conditions must be addressed to the Head and sent to the School's address. If sent by first class post, notice shall be deemed to have been given on the second day after posting.

**14. Interpretation**

Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

**15. Jurisdiction and Governing Law**

The contract between you and the School is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.

**16. Variations**

We reserve the right to make reasonable modifications to these terms and conditions from time to time. The School will give you a term's notice of any such modifications.



The Prep School (3-11)  
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